

Tender Enquiry No. 24/Implant Dentistry/ 95(1)/2015-RISH (ADMN)

ALL INDIA INSTITUTE OF MEDICAL SCIENCES

RISHIKESH-249203

TENDER NO.24/Implant Dentistry/ 95(1)/2015-RISH (Admin.)

Dated : 06-10-2015



NOTICE INVITING TENDER

FOR IMPLANTS

FOR DEPARTMENT OF DENTISTRY

Sign of Bidder

Tender Enquiry No. 24/Implant Dentistry/ 95(1)/2015-RISH (ADMN)

Checklist for submission of Annual Rate Contract of Implant and Consumables surgical items, for Patient of All India Institute of Medical Sciences, Veerbhadra Marg, Pashulok, Rishikesh.*(This checklist duly filled should be enclosed with the tender form)***All the documents enclosed with the tender form should be numbered and signed.**

Name of the tenderer_____

Shop Name and Address_____

Sr. No.	Documents	Photocopy enclosed Yes / No	Page No
1	All the pages of tender form are signed (please write Yes/No)		
2	Earnest money by FD/TD/CD vide No. _____ dated _____ for Rs. _____ Drawn at bank _____		
3	Residence Proof duly attested Name of document:		
4	Self Attested photocopy of the Constitution Document, in case of firm a Partnership Deed and Registration Certificate under Companies Act along with memorandum of association etc. as the case may be.		
5	In case of firm/company, self Attested photocopy of authority to negotiate and sign tender and licence deed on behalf of the firm/company.		
6	Copy of audited Balance Sheets (duly attested) of last three years. Total turnover in the last three financial year. (Attach copy of annual turnover which should not be less than 25 lakhs on an average for last 3 years, duly certified by the Chartered Accountant)		
7	Attested copies of VAT Returns submitted in last three years.		
8	Self Attested photocopy of the valid licence from Drug Controller for sale of Implants/Consumables / Surgical Items.		
9	Affidavit to the effect that the firm/individual is not blacklisted by any Govt. Organisation and that no criminal case or any economic offence is pending under any Court of Law/Registered with Police		
10	Self Attested photocopy of VAT Registration Number/TIN number.		
11	PAN number and photocopy of PAN Card (self attested).		
12	Self attested copy of last three years' of Income Tax Returns		
13	A Passport size photograph duly self attested should be pasted on the tender form at last page.		
14	The Original Catalogue, Leaflets, Literatures with full technical details of the implants/consumables/Surgical Items as offered.		
15	Affidavit to effect that the firm will supply the implants/consumables/Surgical Items as per the specifications and required certifications relating to their quality has been attached herewith.		
16	Have you previously supplied these items to any		

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	government/ reputed private hospital? If yes, attach the relevant poof. Please provide a notarised affidavit on Indian Non Judicial stamp paper of Rs. 10/- that you have not quoted in this tender the price higher than previously supplied to any government Institute/Organisation/reputed Private Organisation or DGS&D rate in last one year. If you don't fulfil this criteria, your tender will be out rightly rejected.		
17	Please submit a notarised affidavit on Indian Non Judicial Stamp Paper of Rs.10/- that the Firm will ensure complete warranty from manufacturer as to the Implants/Consumables/Surgical Items.		
18	An undertaking that the firm will supply the items as per the specifications and required certifications, if any relating to quality of the goods has been attached herewith on a notarised affidavit on Indian Non judicial stamp paper of Rs.10/-.		
19	Please submit two performance certificate from your two different institutes to whom you have supplied such type of items in previous 3 years		
20	A copy of good manufacturing practical (GMP) certificate of the manufactures of the items tendered.		
21	Price Bid(Annexure-3)		

Note:

*Tender form and documents should be submitted in a separate envelope marked as "A" with **tender documents for Implants written over it. Name of the tenderer should also be written on the envelope.***

*Price bid/Offer should be submitted separately in a sealed envelope marked as envelope "B" with **price Bid for Implants written over it. Name of the tenderer/bidder should also be written on the envelope. There should be no cutting/overwriting in quoting the price bid.***

Tender form is not transferable.

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Undertaking

1. I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender.
2. I/We shall supply the implants/Consumable/Surgical Item as may be required from time to time of requisite quality, workmanship, quantity and specification at given rate in timely manner.
3. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish within 15 days, Bank Guarantee/ Performance Security in addition to execution of a Contract as pre-condition for obtaining the supply orders.
4. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm or having any direct/indirect connection with whom the Government/AIIMS Rishikesh have banned /suspended business dealings. I/We further undertake to report to the AIIMS Rishikesh immediately after we come to know but in any case not later 15 days, if any firm in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a firm which is banned/suspended in future during the term of this Contract.
5. I/We undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same.
6. I/We hereby undertake that the affidavit in prescribed form is attached herewith.
7. I certify that I/we have read over the tender document including the draft agreement and have understood the contents. I/We undertake to abide by terms and conditions as laid down in the tender documents/agreement, in case the contract is awarded to me/us in the near future.

(Signature of the Bidder)

Name:

Designation with Seal of the Firm:

Sign of Bidder

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**ALL INDIA INSTITUTE OF MEDICAL SCIENCES,
AIIMS (RISHIKESH)
TENDER FORM**

Cost Rs. 1000/-
Vat 135/-
Total Cost. 1135/-

Name of tenderer.....

Dated.....

Receipt No./DD.No.....

Dated:.....

Terms and conditions for supply of Implants/consumables/Surgical items to the patients in at AIIMS Rishikesh, Virbhadra Road, Rishikesh, Distt - Dehradun, Uttarakhand.

1. This tender is under **"Two Bid"** system. Tender must be submitted in two sealed envelopes separately i.e., the tender form duly signed on every page along with all the required documents in one envelope (**Envelope-A**) and price bid/financial bid on the prescribed Performa in the second envelope (**Envelope-B**). Both the envelopes are to be sealed into a third envelope and the name of tenderer and shop with address should be clearly mentioned on the envelopes. Those who fail to follow this procedure may be disqualified forthwith. The tender document containing technical bid form, financial bid form, technical description & terms & conditions can be purchased from AIIMS, Rishikesh from **06-10-2015** to **27-10-2015** between 10.00 AM to 02.00 PM on non-refundable payment of Rs.1135/- (Rupees one thousand one hundred thirty five only) or can be downloaded from website www.aiimsrishikesh.edu.in . Those who download the tender document from website should enclose Demand Draft for Rs. 1135/- (Rupees one thousand one hundred thirty five only) (non refundable) in favour of "AIIMS Rishikesh", Payable at Rishikesh, not later the date of **26-10-2015** alongwith their technical bid in the Cover-I "Technical Bid".

1(b). The pre bid conference would be held on **15-10-2015 at 03.00 PM** in the Tender Opening Room, AIIMS, Rishikesh. All firms representative who are attending the pre bid meeting, shall produce an authorisation letter from their firm on the firm's letter head. They are required to put their query in writing before the committee

EARNEST MONEY

2. Tender must be accompanied with Earnest Money Deposit (EMD) amounting **Rs. 25,000/- (Rupees Twenty five thousand only)** in the form of **FD/TD/CD in favour of AIIMS, Rishikesh payable at Rishikesh with the validity period of minimum of 6 months from issue of tender notice**

RECEIPT & OPENING OF TENDERS

3. Interested parties may send their bids with complete details about the discount to be offered on MRP of Implants. The same should be filled in Schedule (Annexure-2).

Sealed Tenders, duly super scribed "Tender for Implants & Consumables" and addressed to the Sr. Administrative Officer may be sent by post or put in the Tender Box kept outside the Tender Opening Room AIIMS, Rishikesh by 03.00 PM on or before 27-10-2015 Tender received after stipulated date/time shall not be entertained under any circumstances. The Tender will be opened on same day at 03.30 P.M. at the tender opening room of AIIMS, Rishikesh in the presence of the tenderers or their representatives who may like to be present.

4. Earnest Money/qualification documents etc., already deposited with the Institute in connection with any other case/tender shall not be considered.

Sign of Bidder

Tender Enquiry No. 24/Implant Dentistry/ 95(1)/2015-RISH (ADMN)**PRE-QUALIFICATION DOCUMENTS**

5. The following pre-qualification documents are to be submitted along with the tender form in a separate envelope from the envelope containing the price bid (which is required to be in separate envelop). However, the tenders received without any of the following documents, may render the tender invalid and the commercial bid would not be opened: -

- a) The applicant must be resident of India and one of the following documents (self attested) mentioned will be submitted as a proof of residence namely: -

(i) Passport	(ii) Ration Card
(iii) Driving Licence	(iv) Water/Electricity bill (Latest)
(v) Voter Identity Card	(vi) Telephone Bill.(BSNL/MTNL.L.L Latest)
(vii) Smart Card	(viii) Addhar Card
- b) Self Attested photocopy of the Documents like partnership deed, in case of firm and Registration Certificate under Companies Act along with memorandum of association etc. in case of a company.
- c) In case of firm/company, self Attested photocopy of authority to negotiate and sign tender and licence deed on behalf of the firm/company.
- d) The applicant/firm must have average annual turnover of **Rs. twenty five lakhs per annum** during last three years. In support (proof) of annual turnover the following documents should be enclosed with the tender form:
 - a. Copy of **audited Balance Sheets** (duly attested) of last three years.
 - b. Attested copies of **VAT Returns** submitted in last three years.
- e) Self Attested photocopy of the valid licence for **sale of Implants/Consumables/Surgical Items** issued by appropriate Drug Controller under the Drug and Cosmetic Act 1940
- f) Affidavit to the effect that the firm/individual/company will submit non-conviction certificate within 15 days . The Non-conviction certificate should be after the date of publication of tender notice.
- g) Affidavit to the effect that the firm/individual is not blacklisted by any Govt. Organisation and that no criminal case or any economic offence is pending under any Court of Law/Registered with Police (**Annexure-I**).
- h) Self Attested photocopy of **VAT** Registration Number/TIN number.
- i) PAN number and photocopy of PAN Card Number (self attested).
- j) A Passport size photographs duly self attested should be pasted on the tender form at last page.

6. A tenderer will be disqualified if it submits more than one bid for the same/similar items. The EMD of such bidder will also be forfeited.

IMPORTANT NOTE:-

- i) This tender form cannot be sold / transferred to anybody who has not purchased the form.
- ii) Only original purchaser of the form has right to bid. No bid can be made on behalf of the purchaser.
- iii) The person who gives his tender to other person shall be debarred for next two years from dealing with the AIIMS, Rishikesh.

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- iv) Price bid once submitted with tender cannot be revised (unless or otherwise negotiated after opening of tender/bid).
- v) The person who backs out after bidding will be debarred for next three years from dealing with the AIIMS, Rishikesh. Its earnest money shall also be forfeited.

7. Right for cancellation of tender either full or part, without showing any reason is reserved with AIIMS, Rishikesh.

SPECIFIC CONDITIONS

8. The AIIMS, Rishikesh intends to enter into an Annual Rate Contract for one year for procurement of Implants/consumables/surgical items. These items will be purchased by the patients as per requirement from time to time.

9. The Vendor will sell these implants /consumables/surgical Instruments etc. as the case may be, directly to the patients against valid prescription by the Doctors of the AIIMS at a minimum price with discount offered by it on MRP in tender.

10. In case of prescription for specific brand of **Implants/Consumables/surgical items**, the same shall not be substituted in any situation, except with the prior written permission of the concerned doctor in case of exigencies on case to case basis. If any such case of unauthorised substitution is noticed during random check by the AIIMS competent staff/complaint by the purchaser etc., vendor will be penalized for Rs. 5000/- plus price of the specific brand for each such default. Three such defaults will invoke disqualification of such vender including forfeiture of security & blacklisting upto 3 years.

11. The Vendor shall provide only approved brands of **Implants/Consumables**/surgical items as listed in annexure 1.

12. The Vendor shall ensure that all the common **Implants/Consumables** / surgical items which are prescribed by the AIIMS doctors to the patients are available at their specified local outlets within the radius of 3 Kms from AIIMS or should be made available to the designated staff of AIIMS, at least 2 days before surgery.

13. The Vendor will ensure use of bar-coding on each item and optical scanner at point of sales.

14. In case Implants/Consumables and surgical items are not used, the un-used items will be taken back within three days of the discharge / final treatment of the patient with full refund of cost to the patient. On opening the sterile packing, the refund amount should be specified for each item in annexure 2 to this tender.

15. In case any firm is already providing the Implants/Consumables/Surgical Items to any other Government Hospital and reputed private Hospitals details thereof must also be furnished along with the Tender with an undertaking as to their pricing. The discount would be valid for a period of one year from the date of constituting the contract.

16. Each page of tender document must be signed by the bidder and rates/discount should be quoted against each column of the "List for Financial Quote "attached with tender document. No cutting or overwriting is allowed.

17. The following terms and conditions may be kept in view while submitting the tender:-

- a) The firm should be in a position to supply Implants/Consumables/Surgical Items on short notice as and when needed (say within 24 hrs).
- b) All expenses will be borne by the firm for sending the Implants/Consumables/Surgical Items to AIIMS, Rishikesh premises.

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c) The Implants/Consumables/Surgical Items should be delivered in the AIIMS, Rishikesh premises within 48 hrs of receipt of the orders. In case the firm fails to supply the Implants/Consumables/Surgical Items as per requisition, the firm will give "Not Available Certificate" within 24 Hrs and the Institute will be at liberty to make spot purchases from any alternative source for and on behalf of the patient and the difference in cost will be recoverable from the firm if the price is higher.

d) The rates discount/quoted/offered shall remain fixed during rate contract period and no request for any increase in the rates shall be entertained. The benefit of decrease in price due to change in government policy etc should be passed to the patients.

e) The owner of firm should be available on his own direct telephone (office as well as residence) and also on mobile phone so they may be contacted immediately in emergent cases. At least two mobile numbers have to be provided which always must be accessible to address any emergency demand for items.

f) A copy of valid license as issued by concerned State Drug Authority and authorisation letter in original letter head from the manufacturer/Company should be attached.

g) Implants/Consumables/Surgical Items shall be supplied from manufactures holding up to date Good manufacturing Practices (GMP) certificate issued by the appropriate Licensing Authority. A copy of the certificate shall be produced by Vendor within 2(Two) weeks whenever demanded by AIIMS, Rishikesh.

h) Bidder will supply the Implants/Consumable & Surgical items (with/without instrumentation as the case may be) within 48 hrs and should give a bill/challan to patient of the amount paid through the PRO AIIMS Rishikesh. After the surgery the cost quoted of used Implants/Consumable/Surgical items only should be deducted from the patient deposit and final receipt &/ or refund wherever applicable should be given through PRO/suitable officer designated by Director AIIMS Rishikesh.

The payment will be made by the patient on the spot through the PRO/suitable officer, AIIMS Rishikesh against due receipts from the Vendor.

i) Warranty : The Implants/Consumables/Surgical Items supplied shall carry a warranty of 3 years against defect arising out of materials, workmanship etc or for a higher term as may be provided by the Manufacturer.

j) In case a specific set of Instrumentation is required to be supplied for the implant, the tenderer will not charge any rent from the patient or the Institute. The amount paid by the patient will be for the implant only.

18. This AIIMS, Rishikesh would not accept the duplicate / substandard / recycled Implants and if supplied, appropriate action such as imposition of penalty and cancellation of agreement in addition to blacklisting as the competent authority deems fit will be taken against defaulting Vendors. Therefore, the items supplied should be new with prescribed quality/branded items, from the original manufacturers. The Vendors will ensure replacement of the defective items etc, as & where found, within 24 hrs at his own cost and risk.

19. The tenderer shall furnish the source of procurement of new materials utilised for Implants, if required by the patient. The patient reserves the right to cancel the purchase orders, if the source of supply is not furnished.

20. The final choice of Implant/Consumables & Surgery Items and the cost will rest with the patient.

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21. The tenderer who is awarded the contract shall have to supply all the Implant/Consumables/Surgical Items as requisitioned in, except where at the time of tender, the tenderer has given list of such Implants/Consumables/Surgical Items which could not be supplied by the tenderer because of any law or marketing strategy of any company (duly supported by documents) and duly accepted by the Institute at the time of award of the contract.

22. The Vendor shall directly sell Implants/Consumables/Surgical Items etc to the patients on demand for the same by the patients/customer at a stipulated rate agreed between the Vendor & AIIMS Rishikesh in the agreement. Any failure or omission on the part of Vendor to supply the Instruments at an agreed specified rate shall attract a penalty/cancellation of tender in addition to any compensation that the patient may claim from AIIMS due to poor workmanship of the implant/consumable/surgical item and any legal action that the institute and/or patient may take. In addition to blacklisting of the firm upto 3 years.

23. The AIIMS, Rishikesh reserves the right to accept or reject any tender in full or in part without assigning any reason thereof and without giving any compensation. The decision of the AIIMS, Rishikesh in this regard shall be final and binding on the firm.

24. The tenderer who is awarded the work will have to make the contract with AIIMS Rishikesh on Rs.100 stamp paper to abide the rate, Terms & condition of the Tender documents Security deposited of Rs. 10,00,000/- (Rupees Ten Lakhs only) has to be deposited while signing the contract. Such security deposit may be in the form of FD/TD/CD/PBG (in the prescribed format as annexed herewith).

25. If it comes to the notice of the Institute that the information/ documents furnished by the tenderer in its tender is incorrect or false or if the Vendor fails to fulfil its obligations under this Tender Document i.e., Non-adherence to terms and conditions contained in this Tender or failure to supply the items 3 times during the validity of the contract, it may result in blacklisting of firm for a period of not less than 3 years by the Institute after due notice to the Vendor. In such events, the Contract will stand terminated automatically and the performance security of the Vendor shall be forfeited, in addition to resorting to all other legal remedies as per the discretion of the Institute/patient.

26. In case of non-compliance of any terms & conditions by tenderer, AIIMS, Rishikesh will discontinue the contract immediately, by forfeiting the Security Deposit.

27. Rates of discount on M.R.P. should be mentioned both in figures as well as in words in Annexure-2.

28. In case of identical items of different manufacturer by there will be no L1 and choice of implants will rest of with the patient however, in case identical implant (size, material & manufacture remaining same) being quoted by different bidders, L1 will be given to the bidder with maximum discount on MRP.

29. If a manufacturer stops manufacturing or supplying a particular implant the Vendor shall inform the Institute at least 1(one) month ahead. The Vendor will have to make arrangement to supply the same for 1(one) month notice period.

30. The Institute shall be at liberty to terminate this contract by giving 30 days clear notice including but not limited to gross misconduct or without assigning any reason whatsoever. The tenderer may also terminate this contract by giving 30 days clear notice. The loss thus caused to the Institute as a result of re-tendering of the contract shall be borne by the tenderer from the Earnest Money/Security Deposit. Moreover, the tenderer will not be entitled for any compensation what so ever in respect of such termination.

31. In case of failure of the vendor to deliver the item within stipulated time the patient/AIIMS for & on behalf of patient may procure such items from any other source & the Vendor shall be liable to the patient for any excess costs for such similar items.

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However the Vendor shall continue the performance of the contract to the evident not terminated.

32. The Vendor shall at all times agree to defend and indemnify and keep the institute indemnified against all types of direct/indirect losses, damages and claims of the patients/attendants/third parties including cost of defences which may arise due to the actions/inactions/negligence, misconduct or breach of any term of this tender by the vendor. All claims regarding indemnity shall survive the termination of the contract.

33. All the complaints related to implants purchased by the patients/attendants shall be examined by an "Institutional Implant Committee" and if it is found by such committee that the complaint is caused by the defect/malfunctioning of the particular implant or any financial dispute arising between the patient & the vendor, the vendor shall be liable for all legal/financial consequences of all direct/indirect nature.

34. The Vendor must give receipt of all sold items to the patients with a counter copy to the AIIMS, Rishikesh without any demand failing which a penalty of Rs.5,000/- will be imposed upon the Vendor for every lapse and his tender may also be liable for termination by the Director, AIIMS, Rishikesh.

35. If the execution of the contract/supply order is delayed beyond the period stipulated in the Contract as a result of some natural calamities, then AIIMS, Rishikesh may allow such additional time by extending the delivery period as it considers to be justified by the circumstances of the case and the decision of the Institute in this regard shall be final.

36. Except as otherwise provided under this Contract for immediate termination of the Contract, in the event of a disputes which may be arising out of the execution of the tender contract, the matter will be referred to the Deputy Director (Administration). Appeal against the decision of the DDA will lie to the Director, AIIMS Rishikesh and his decision shall be binding upon both the parties.

37. In case of insolvency/non compliance/breach of any terms and conditions of this tender by the Vendor, AIIMS, Rishikesh may discontinue the supply contract with immediate effect. This may invoke forfeiture of security deposit in addition blacklisting, recovery of costs for retendering and to taking all legal actions including, but not limited to the claim for costs/damages/losses etc, that AIIMS, Rishikesh may incur due to actions/inactions of the Vendor, causing premature termination.

38. In case the Vendor fails to make supplies as per the requirement/s and/or supplies sub-standard products rather than what agreed, in consequence of which the patients have to resort risk purchase, the AIIMS, Rishikesh may recover from the Vendor for and on behalf of the patient the difference between the cost calculated on the basis of risk purchase price and that calculated on the basis of rates quoted by Vendor into his bid as attached to this Contract. In case of repeated failure in supplying the ordered goods, the contract may be cancelled and bid security deposit will be forfeited in addition to claim for all direct/indirect damages, costs and losses etc.

39. The courts at Rishikesh and competent courts of appropriate jurisdiction in Uttarakhand, as the case may be, alone and no other Courts will have the jurisdiction to try the matter pertaining to this tender/supply Order/supply contract.

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ANNEXURE-1

LIST OF IMPLANTS & CONSUMABLES

DENTISTRY AND OMFS DEPARTMENT (List of Dentistry & OMFS Implants) All Implants should be European CE or USFDA/Indian FAD Certified.		
S/No	Name of Implants	Manufactures
1.	Maxillofacial Implants	De Puy Synthes, Stryker (Leibenger), KLS martin, Biomet Lorenz Indian : Orthomax

Sign of Bidder

Tender Enquiry No. 24/Implant Dentistry/ 95(1)/2015-RISH (ADMN)ANNEXURE-2
FINANCIAL BID

(In sealed Cover-II super scribed "Financial Bid")

To,
Sr. Administrative Officer
AIIMS Rishikesh
Virbhadr Marg
Rishikesh-249 201

Dear Sir,

Our quoted rate for supplying the Implants/Consumables/Surgical Items for AIIMS, Rishikesh will be as follows:-

I/We M/s_____ hereby quote for the supply of Implants/consumables in accordance with the terms and conditions of the tender.

S/No	Description (Item Name, Brand & sizes)	Manufacturer details	MRP	Maximum discount in MRP	Refund amount (please refer clause 14 of specific conditions)	Net Cost to the patient

Note:-

- (i) Comparison will be made for allotment of contract on the basis of net cost to the patient, calculated after deduction of discount offered on M.R.P.
- (ii) If two or more firms quoted same maximum discount on M.R.P, contract will be awarded to the firm who have maximum turnover during last three years.
- (iii) VAT where payable will be on Retail Price (Sales Price) arrived after deduction of discount from M.R.P.
- (iv) VAT/any other tax/levies/charges if payable shall be indicated in proforma invoice/invoice otherwise no sale tax/any other tax/levies/charges will be payable.

The contract for procurement of Implants/Consumables/Surgical Items can be continued/renewed for further year(s) subject to satisfaction of the All India Institute of Medical Sciences, Rishikesh and on mutual consent of both the parties subject to the condition/ rules framed by the Government of India from time to time.

Declaration by the Bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Note:

- (i) No other charges would be payable by Client.
- (ii) There would be no increase in rates during the Contract period.

Place:.....
Date:.....

(Signature of Bidder with seal)
Name:

Seal:
Address :
Phone No (O):
Fax No. (O):
E-mail:

Sign of Bidder

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ANNEXURE-3

(Prescribed Notarized Affidavit on Rs.10/- Non-judicial stamp Paper)

I, (name), S/o Mr. (name), aged about (years), R/o (address with relevant Police Station), do hereby undertake and declare that:

- 1) I am having full authority to execute this affidavit for and on behalf of (name & address of the bidding firm) with the capacity of proprietor/partner/director/sole authorized person.
- 2) I have read and understood the contents of the tender document and agree to abide by the terms and conditions of this Tender.
- 3) I shall supply the branded, new and original Items of prescribed specification and related services in conformity with the Tender.
- 4) I have not quoted the price of these items higher than previously supplied to any government Institute/ Organization / reputed private organization or DGS&D rate in last one year.
- 5) I shall assure free replacement if required from the manufacturer.
- 6) I also undertake that no fact about the entity (as represented by me here) as to its blacklisting or ever having any criminal proceedings have been concealed for the purpose of this Tender. It is further submitted that any individual /firm/companies black listed by the Union Govt. or State Government or any partner/shareholder of the above said firm thereof is/are not directly or indirectly connected with or has/have any subsisting interest in business of the above said firm.
- 7) Further, I hereby undertake to fully indemnify AIIMS, Rishikesh and keep it indemnified for any direct/indirect implication/s (including claims of patients) arising out of my non-compliance with the above declaration.
- 8) I will make available all the Implants/Consumables/Surgical Items for which order/demand may be placed by AIIMS from time to time or on daily basis. Requisition/demand will be collected by the representative of firm from the office of PRO AIIMS, Rishikesh daily before 12.30 PM. The Implants/Consumables/Surgical Items so required will be arranged/supplied and delivered by the firm twice a day i.e 12.30 P.M and 4.00 PM in the office of Medical Superintendent.
- 9) The Implants will be supplied at a price arrived at after allowing discount of on Maximum Retail Price.
- 10) I shall supply the items strictly as per requisition and no substitute will be accepted. I shall remain liable for any loss in service as it shall treated as not available with us and recovery would be made from security amount

I solemnly declare that all information provided above are true and correct. In case any relevant information is found to be false/incomplete or concealed, the AIIMS, Rishikesh shall be entitled to take such actions as it may deem fit.

Date:

Place:

Deponent

Name & Address:

Witness to the signature:

Name & Address:

Sign of Bidder

**Tender Enquiry No. 24/Implant Dentistry/ 95(1)/2015-RISH (ADMN)
Annexure 4**

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

Sr. Administrative Officer

All India Institute of Medical Sciences
Rishikesh,
Virbhadr Marg,
Rishikesh-249201

WHEREAS _____ (Name and address of the Vendor) (Hereinafter called "the Vendor") has undertaken, in pursuance of contract no _____ dated _____ to supply Implants/Consumables/Surgery Items (herein after called "the contract"). AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a Nationalised Commercial bank for the sum specified therein as security for compliance with its obligations in accordance with the contract; AND WHEREAS we have agreed to give the supplier such a irrevocable bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you unconditionally, on behalf of the Vendor, up to a total of Rs.10,00,000 (Rupees Ten Lakhs), and we undertake to pay you, upon your first written demand declaring the Vendor to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of you to first demanding the said amount of guarantee from the Vendor before raising the demand with us. You may directly raise the demand with us, without asking the Vendor for the same.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Vendor shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee will not be changed due to change in the constitution of the bank or the Vendor.

This guarantee shall be valid up to 24 months from the date of signing of the Contract i.e. up to ----- (indicate date).

.....
(Signature with date of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
.....

Seal, name & address of the Bank and address of the Branch

Sign of Bidder